



COMMUNITY DEVELOPMENT COMMISSION

County of Los Angeles

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Commissioners

Carlos Jackson

Executive Director

November 30, 2004

Honorable Board of Commissioners
Community Development Commission
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Honorable Board of Commissioners
Housing Authority of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**AWARD ONE-YEAR CONTRACTS TO PROVIDE COUNTYWIDE DEMOLITION
SERVICES (ALL DISTRICTS)
(3 Vote)**

**IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE
COMMUNITY DEVELOPMENT COMMISSION:**

1. Approve and authorize the Executive Director to execute one-year Contracts for Demolition Services (Contracts), in the form of the attached, and all related documents, with All American Demolition, Inc., Interior Demolition, Inc., and Visions West, for demolition services on a project-by-project, as needed basis, related to the development and/or rehabilitation of affordable housing, commercial and other facilities throughout the County of Los Angeles, to be effective upon approval as to form by County Counsel and execution by all parties, and to use for this purpose an aggregate amount of \$350,000, to be incorporated into the Commission's approved Fiscal Year 2004-2005 budget, as needed.

2. Authorize the Executive Director to execute amendments to the one-year Contracts, following approval as to form by County Counsel, to incorporate specific demolition projects, addresses and services and to extend the time of performance for two additional years, in one-year increments, in an aggregate amount of \$402,500 for year two and an aggregate amount of \$462,875 for year three of the Contracts, using funds to be included in the Commission's approved budgets through the annual budget process.
3. Authorize the Executive Director to increase the aggregate Contract amount by \$70,000 in the first year, to be incorporated into the Commission's approved Fiscal Year 2004-2005 budget, as needed, and to increase the second and third year aggregate Contract amounts by \$80,500 and \$92,575, respectively, using funds to be included in the Commission's approved budgets through the annual budget process, for unforeseen, needed demolition services.

IT IS RECOMMENDED THAT THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY:

1. Approve and authorize the Executive Director to execute one-year Contracts for Demolition Services (Contracts), in the form of the attached, and all related documents, with All American Demolition, Inc., Interior Demolition, Inc., and Visions West, for demolition services on a project-by-project, as-needed basis, related to the development and/or rehabilitation of affordable housing, commercial and other facilities throughout the County of Los Angeles, to be effective upon approval as to form by County Counsel and execution by all parties, and to use for this purpose an aggregate amount of \$50,000, to be incorporated into the Housing Authority's approved Fiscal Year 2004-2005 budget, as needed.
2. Authorize the Executive Director to execute amendments to the one-year Contracts, following approval as to form by County Counsel, to incorporate specific demolition projects, addresses and services and to extend the time of performance for two additional years, in one-year increments, in an aggregate amount of \$57,500 for year two and an aggregate amount of \$66,125 for year three of the Contracts, using funds to be included in the Housing Authority's approved budget through the annual budget process.
3. Authorize the Executive Director to increase the aggregate Contract amount by \$10,000 in the first year, to be incorporated into the Housing Authority's approved Fiscal Year 2004-2005 budget, as needed, and to

increase the second and third year aggregate Contract amounts by \$11,500 and \$13,225, respectively, using funds to be included in the Housing Authority's approved budgets through the annual budget process, for unforeseen, needed demolition services.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of the recommended action is to enter into Contracts to retain the services of three contractors to provide as-needed demolition services related to the development and/or rehabilitation of affordable housing, commercial and other facilities throughout the County of Los Angeles.

FISCAL IMPACT/FINANCING:

There is no impact on the County general fund.

The total maximum amount for all three years of services will not exceed \$1,215,375 for the Commission and \$173,625 for the Housing Authority.

The cost for the first year of services will not exceed an aggregate of \$350,000 for the Commission and an aggregate of \$50,000 for the Housing Authority, using funds to be incorporated into the Commission and Housing Authority's approved Fiscal Year 2004-2005 budget, as needed.

After the first year, if the Contracts are extended, compensation may be increased by a maximum of 15 percent per year, to an aggregate of \$402,500 for the second year, and an aggregate of \$462,875 for the third year for the Commission and to an aggregate of \$57,500 for the second year, and an aggregate of \$66,125 for the third year for the Housing Authority. Funding for years two and three of the Contracts will be approved through the annual budget process.

The Commission is setting aside a 20 percent contingency for all Contract years, for unforeseen, needed demolition services, in the aggregate amount of \$70,000 for the first year, to be incorporated into the Commission's approved Fiscal Year 2004-2005 budget, as needed, and \$80,500 and \$92,575 for the second and third years of the Contracts, respectively, using funds to be included in the Commission's approved budgets through the annual budget process.

The Housing Authority is also setting aside a 20 percent contingency for all Contract years, for unforeseen, needed demolition services, in the aggregate amount of \$10,000 for the first year, to be incorporated into the Housing Authority's approved Fiscal Year 2004-2005 budget, as needed, and \$11,500 and \$13,225 for the second and third years of the Contracts, respectively, using funds to be included in the Housing Authority's approved budgets through the annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

During the course of acquisition of abandoned or substandard property that will later be redeveloped, it is occasionally necessary to demolish the existing structures so these vacant structures do not become a nuisance or a source of blight on the community. Currently, the Commission and Housing Authority procure a demolition contractor on a project-by-project basis when demolition services are needed. The proposed Contracts will replace individual procurements and allow for the more timely demolition of these nuisance structures.

All three proposed contractors have valid licenses from the California Contractors State License Board. In addition, the Asbestos Hazard Emergency Response Act, the National Emissions Standards for Hazardous Air Pollutants, and the South Coast Air Quality Management District have established regulatory requirements for the abatement of asbestos. The U.S. Department of Housing and Urban Development (HUD) has established requirements for the reduction of lead-based hazards in federally assisted projects, by program. In addition, the Toxic Substances Control Act, the federal Occupational Health and Safety Administration, the California Code of Regulations, and the California Environmental Protection Agency have established regulatory requirements for the abatement of lead. Therefore, all three contractors also have valid hazardous materials removal licenses or have provided in their proposals names of properly licensed and trained subcontractors to be utilized when demolition also requires abatement of lead and/or asbestos containing materials.

The one-year contracts will be amended to incorporate specific sites, and detailed scopes of work for each project. The contracts may also be amended to extend the time of performance for a maximum of two additional years, in one-year increments, and to include additional projects and compensation, depending upon satisfactory performance by the contractor.

The contractors will be assigned projects and will receive compensation based on the scope of services performed on a project-by-project basis. The addition of projects to each contract will be determined based on the site needs, qualifications of the contractor in the various aspects of demolition, and the complexity of the assignment. The cost of services for each demolition assignment will not exceed the costs accepted on the Bid Sheets submitted with the proposals in response to the Request for Proposals or the negotiated dollar amount for individual demolition projects.

The demolition assignments for the Housing Authority and certain demolitions funded for the Commission are being federally funded and are not subject to the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) Programs. Instead, the contractors will comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which requires that employment and other economic opportunities

generated by certain HUD assistance be directed to low- and very low-income persons, particularly to persons who are recipients of HUD housing assistance.

For all remaining demolition assignments, if the contractors require additional or replacement personnel during the term of the contract, they will give consideration for any such employment openings to participants in the County's GAIN/GROW Programs who meet the minimum qualifications for the open positions. The contractors will contact the County's GAIN/GROW Division for a list of participants by job category.

County Counsel has reviewed this letter. The contracts will be effective following approval as to form by County Counsel and execution by all parties. At its meeting of November 17, 2004, the Housing Commission recommended approval of this item.

ENVIRONMENTAL DOCUMENTATION:

The contract is exempt from the provisions of the National Environmental Policy Act (NEPA) pursuant to 24 Code of Federal Regulations Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. The action is not subject to the provisions of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines 15061 (b)(3) because it is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. An Environmental Service Request (ESR) will be submitted to the Commission's Environmental Unit for each property undertaking demolition activities pursuant to this contract. Each site will receive an environmental clearance in accordance with CEQA Guidelines and NEPA regulations.

CONTRACTING PROCESS:

On September 2, 2004, the Commission initiated a Request for Proposals (RFP) process to identify qualified contractors to provide demolition services to both the Commission and Housing Authority. An RFP announcement was mailed to 221 contractors that were identified from the Commission's vendor list. Announcements appeared in eight local newspapers and on the County's WebVen website. A copy of the RFP also was posted on the Commission's website.

By the deadline of September 30, 2004, proposals were received from three contractors. All three proposals were reviewed and were determined to be responsive and responsible. The three contractors were selected to be utilized on a project-by-project basis for demolition services.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROGRAMS:

The proposed contracts will provide timely and efficient Countywide demolition services related to the Commission and Housing Authority's housing, economic development and redevelopment projects.

Respectfully submitted,

CARLOS JACKSON
Executive Director

CJ:rdi

Attachments: 2

ATTACHMENT A
CONTRACTS FOR DEMOLITION SERVICES

Summary of Outreach Activities

On September 2, 2004, the Commission initiated the following outreach to identify qualified contractors to provide demolition services to both the Commission and Housing Authority.

A. Request for Proposal Advertising

Request for Proposals (RFP) announcements appeared in the following eight local newspapers on September 9, 2004:

Antelope Valley Press	L.A. Sentinel
Eastside Sun Publications	Los Angeles Times
International Daily News	The Daily News
La Opinion	Wave Community Newspapers

The announcement was also posted on the County's WebVen website and on the Commission's website.

B. Distribution of RFP Packets

The Commission's vendor list was used to mail out notice of the RFP to 221 demolition and abatement contractors, of which 129 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). A total of 20 firms requested and received copies of the RFP either by mail or by downloading the RFP package from the Commission's website.

C. Proposal Results

By the deadline of September 30, 2004, proposals were received from three contractors, all of which were reviewed and determined to be responsive and responsible. Two firms indicated they are minority-owned. The proposals were evaluated, and based on the RFP requirements and rating process, All American Demolition, Inc., Interior Demolition, Inc., and Visions West, were all selected to be recommended for inclusion on a list of firms to be utilized on a project-by-project basis for demolition services.

D. Minority Participation – Firms Selected for Pre-Qualified List

<u>Firm Name</u>	<u>Ownership</u>	<u>Employees</u>	
All American Demolition, Inc.	Minority	14	Total
		12	Minorities
		1	Woman
		86%	Minority
		10%	Women
Interior Demolition, Inc.	Minority	26	Total
		24	Minorities
		4	Women
		92%	Minority
		15%	Women
Visions West	Non-Minority	8	Total
		7	Minorities
		1	Woman
		88%	Minority
		13%	Women

The Commission encourages the participation of minorities and women in the contract award process including: providing information about the Commission at local and national conferences; conducting seminars for minorities and women regarding the Commission's programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations which represent minorities and women. The above information has been voluntarily provided by the above firms.

The recommendation to award the Contracts for Demolition Services to the above firms is being made in accordance with federal regulations, and without regard to race, color, sex, religion, national origin, ancestry, age, marital status, or disability.

**COMMUNITY DEVELOPMENT COMMISSION
OR HOUSING AUTHORITY
OF THE COUNTY OF LOS ANGELES**

CONTRACT

FOR

**DEMOLITION AND REMOVAL OF STRUCTURES
AND RELATED SERVICES**

BID NUMBER: SM-04-006-P

Proposal Due Date: October 7, 2004

COMMUNITY DEVELOPMENT COMMISSION
OR THE HOUSING AUTHORITY

OF THE COUNTY OF LOS ANGELES

CONSTRUCTION CONTRACT

This Contract is made this ____ day of _____, 2004 by and between the **Community Development Commission or Housing Authority** of the County of Los Angeles, a body corporate and politic, hereinafter referred to as the **["Commission or Housing Authority"]** or "Owner" and _____, hereinafter referred to as the **"Contractor"**.

WITNESSETH, that the Owner and the Contractor, for the consideration stated herein, mutually agree as follows:

- A. The Commission **[or Housing Authority]** is the Owner and/or Lender of certain real properties, located throughout the County, which may need to be demolished or otherwise cleaned, hereinafter referred to as the "Properties".
- B. The term "Work" includes performance, as set forth in the Contract Documents by the Contractor, for all improvement work on, in and about the Properties.
- C. Owner desires the Contractor to perform the Work on the terms and conditions hereinafter set forth, and Contractor agrees to perform said Work on terms and conditions set forth below.

ARTICLE 1
THE CONTRACT

- 1.1 The Construction Contract means and includes all of the "Contract Documents". The Contract Documents which form the Construction Contract are incorporated herein by this reference and are made a part of this Construction Contract as if fully set forth herein. The Contract Documents consist of the following component parts:

APPENDIX A	Statement of Work
APPENDIX B	General Conditions of the Demolition Services Contract
Work Orders	Site-Specific Work Orders

ALL ADDENDA TO THE ABOVE CONTRACT DOCUMENTS

ARTICLE 2
STATEMENT OF WORK

- 2.1 Contractor agrees to perform in a professional manner, to the satisfaction of the Owner's Executive Director, all Work described in the Contract Documents referenced in Article 1.
- 2.2 The Contractor shall furnish all labor, material, equipment and services and perform and complete all Work required for the project identified as Bid No. SM04-006-P.

All such Work shall be in strict accordance with the Statement of Work and General Conditions, identified as Appendices A and B, all as prepared by the Owner.

- 2.3 Data provided in the Statement of Work, General Conditions, Work Orders, and Addenda are believed to actually depict the conditions to be encountered by the Contractor, but Owner does not guarantee such data as being all-inclusive or complete in any respect. Nothing contained herein shall relieve Contractor from making any and all investigations through non-destructive observations of the Properties which are reasonably necessary to apprise him/herself of the condition of the Properties. Contractor hereby accepts the project in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this Construction Contract, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

ARTICLE 3
TIME OF COMMENCEMENT AND COMPLETION

- 3.1 The Work to be performed under this Contract shall be commenced within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within _____ calendar days following the required commencement date.
- 3.2 The Contractor and the Owner agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Owner the sum of Four Hundred Dollars (\$400.00) as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

The Owner may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 4 **CONTRACT SUM**

- 4.1 The Owner shall pay the Contractor for the performance of the Construction subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the square foot cost for demolition of each type of structure as provided for in the Fee Schedule as well as the stipulated unit prices for other types of demolition and clean-up work also as provided for in the Fee Schedule, with an annual not-to-exceed, maximum compensation, of \$##,###. The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the current Prevailing Wage Determination published by the Department of Industrial Relations, Division of Labor Statistics, of the State of California, as such wage rates are amended from time to time from commencement of the Construction Contract through completion of the Work.
- 4.2 The Contract Sum set forth herein includes the payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.
- 4.3 The Contract Sum is not subject to escalation, the Contractor having satisfied him/herself with said Contract Price, which includes all labor and material increases anticipated throughout the duration of this Construction Contract.
- 4.4 The Owner's obligation is payable only and solely from funds appropriated from the State of California OR Department of Housing and Urban Development (HUD) and for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.
- 4.5 In the event this Contract extends into the succeeding fiscal year and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Owner will endeavor to notify the Contractor in writing within ten (10) days of receipt of the non-appropriation notice.

ARTICLE 5
PROGRESS PAYMENTS

- 5.1 Based upon applications for payment submitted by the Contractor to the Owner, and after approval by the Construction Management Division and the Project Manager, the Owner shall make progress payments on account of the Contract Sum to the Contractor, as provided herein.
- 5.2 Approved applications for progress payments will be paid within 30 days. Payment shall be subject to all provisions of the General Conditions, Statement of Work, and Schedule of Prices, incorporated by reference into the Contract.
- 5.3 The Contractor and each Subcontractor shall submit all required Labor Compliance forms to the Owner before the start of construction. The Contractor shall submit to the Owner all of its payrolls for each pay period within seven (7) days after the pay period has ended. The Contractor shall also collect, review and submit to the Owner all of its subcontractors' payrolls for each pay period within seven (7) days after the pay period has ended. Contractor's failure to submit its payrolls or any subcontractor payrolls within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the Owner to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated, ongoing or flagrant failures by the Contractor to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this Contract which may result in the Owner terminating the Contract for default.

ARTICLE 6
PROJECT CLOSEOUT

- 6.1 Upon completion of all demolition and related services in the Work Order, the Contractor shall submit certification to the Owner that all said work is completed a Notice of Completion shall be issued only when the Work, including all phases thereof, is finally completed, and all requirements of this Construction Contract have been satisfied. The Owner shall cause the Notice of Completion to be recorded with the County Recorder.
- 6.2 Upon Issuance of a Notice of Completion, final payment shall be made to the Contractor of the entire unpaid balance of the Contract Sum, including any sums due to the Contractor for changes in the Work approved by the Owner, less any amounts which Owner is entitled to receive from the Contractor under the terms of this Contract or amounts necessary to cover stop notices or alleged labor underpayments, and less the ten percent (10%) retention withheld.
- 6.3 In addition to all other requirements, a Notice of Completion shall be issued only when Owner has received the following:

- A. A Certificate of Completion, executed by Owner.
 - B. All guarantees and warranties for the project. Contractor guarantees that the equipment, materials, and workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship for a period of one (1) year following date of final acceptance of the project.
 - C. The waiver and release of all liens, claims of liens, or stop notice rights of the Contractor and all subcontractors, and the Contractor's Certificate and Release.
 - D. Verification from the Inspector that Contractor has removed all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the project site. If the Contractor has failed to remove any of such items, the Owner may remove such items, and the Contractor shall pay the Owner for all costs incurred in connection with such removal.
- 6.4 After recordation of the Notice of Completion, and expiration of the thirty-day period for filing of stop notices, the Owner shall use reasonable efforts to settle all claims and disputes, notify the Contractor of final acceptance of the project, and make final payment of the entire unpaid balance of the Contract Sum, including the ten percent (10%) retention, less any amounts which the Owner is entitled to receive from the Contractor under the terms of this Construction Contract, including liquidated damages, and less amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 7

BREACH AND TERMINATION

- 7.1 Waiver by the Owner of any breach of this Contract shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective Work or improper materials.
- 7.2 The Owner may terminate this Contract or performance under this Contract, if the Contractor is adjudged bankrupt, a receiver is appointed because of the Contractor's insolvency, or the Contractor makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to construct the project in accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the Contract Documents.
- 7.3 The Owner shall give the Contractor and his/her surety written notice prior to terminating this Contract or performance under this Contract, provided that the

Contractor shall, upon receipt of such notice, immediately stop the work encompassing any part of the project. Upon termination, the Owner may take possession of the project and all materials, equipment, tools, and construction equipment and machinery owned by the Contractor and located at the project site, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment under this Contract.

7.4 The Owner shall not be deemed to have waived any of its other rights or remedies against the Contractor by exercising its right of termination under this Article.

7.5 Termination for Cause: This Contract may be terminated by the Owner upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and Work items) with no penalties upon termination or upon the occurrence of any of the following events:

- A. Continuing failure of the Contractor to perform any Work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Owner within the time specified in such notices, the Owner shall have the power to suspend the performance of this Contract by Contractor in whole or in part.
- B. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Owner may immediately terminate this Contract.
- C. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the Work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Owner shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
- D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
- E. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this

Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Owner become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.

- 7.6 Termination for Improper Consideration: The Owner may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any officer, employee or agent of the Owner with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the Owner shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the Owner's officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director or designee.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- 7.7 Termination of Convenience: The Owner reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in such termination.
- 7.8 The Owner's Quality Assurance Plan: The Owner will evaluate Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the Owner determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Owner and the Contractor. If improvement does not occur consistent with the corrective action measures, the Owner may terminate this Contract or pursue other penalties as specified in this Contract.

- 7.9 Non-payment after expiration or termination: Contractor shall have no claim against the Owner for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Owner and shall immediately repay all such funds to the Owner. Payment by the Owner for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Owner's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

ARTICLE 8

MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to the Work. Should Contractor become aware that any provision of the Contract is at variance with any such rule, law, regulation, ordinance or order, he/she shall promptly give notice in writing to the Owner of such variance.
- 8.2 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.
- 8.3 Anything mentioned in the Statement of Work and not shown on the Work Orders, or shown on the Work Orders and not mentioned in the Statement of Work, shall be of like effect as if shown or mentioned in both. In case of difference between Work Orders and Statement of Work, the following shall govern in this sequence: Contract (and any Addenda or Amendments thereto), General Conditions, Statement of Work, Work Orders. In case of discrepancy within the Work Orders themselves, or within the Statement of Work itself, the matter shall be promptly submitted to the Executive Director, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination by the Executive Director shall be at its own risk and expense. The Executive Director shall furnish from time to time such detailed drawings and other information as considered necessary.

ARTICLE 9

CONTRACTOR APPROVAL

9.1 Post L.A.'s Most Wanted Parents List

Contractor acknowledges that the Owner place a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Owner's policy to encourage contractors to voluntarily post the "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. District Attorney will supply Contractor with the poster to be used.

ARTICLE 10
ADDITIONAL PROVISIONS

- 10.1 This Contract and the obligations of the parties hereunder shall be interpreted construed and enforced in accordance with the laws of the State of California.
- 10.2 This Contract contains the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.
- 10.3 No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 10.4 Contractor shall procure and maintain insurance at Contractor's expense for the duration of this Contract from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. Any deviation from this rule shall require specific approval by the Owner:

A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate	\$2,000,000
Products/Completed	\$1,000,000
Operations Aggregate	\$1,000,000
Each Occurrence	\$1,000,000

This insurance shall include, or separate insurance shall be secured, with a minimum limit of one million dollars (\$1,000,000) to cover the defense of

and liability for bodily injury, disease or illness including death, or property damage arising in whole or in part out of the removal, repair, handling, or disposal of asbestos and/or lead containing materials.

- B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

- C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each incident. Such insurance shall include coverage of all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto."

- D. ABATEMENT LIABILITY INSURANCE

This insurance shall include, or separate insurance shall be secured with a minimum limit of one million dollars (\$1,000,000) to cover the defense of and liability for bodily injury, disease or illness including death, or property damage arising in whole or in part out of the removal, repair, handling, or disposal of asbestos and/or lead-containing materials.

The Community Development Commission, the Housing Authority of the County of Los Angeles (Authority), the County of Los Angeles (County), and their officers, employees, agents and representatives shall be named as additional insureds.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party or reduced in coverage or limits, except after thirty (30) days' prior written notice to the Owner, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Owner.

Any self-insurance program or self-insured retention must be separately approved in writing by the Owner.

Contractor shall deliver to the Owner certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on

its behalf. Such insurance as required herein shall not be deemed to limit Contractor's liability under this Contract.

The Owner reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the Owner's Risk Manager or designee.

Additional Insurance Requirements

Notification of Incidents, Claims, or Suits - The Contractor shall report to the Project Manager:

Any accident or incident relating to work performed under the Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the Contractor and/or the Owner. Such report shall be made in writing within 24 hours of occurrence.

Any third-party claim or lawsuit filed against the Contractor arising from or related to work performed by the Contractor under this Contract.

Any injury to a Contractor's employee which occurs on Owner's property. This report shall be submitted on a "Non-employee Injury Report."

Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of Owner's property, monies, or securities entrusted to the Contractor under the terms of this Contract.

Compensation for Owner's Costs

In the event that the Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the Owner, the Contractor shall pay full compensation for all costs incurred by the Owner.

Insurance Coverage Requirements for Subcontractors

Property Coverage insurance shall be endorsed naming the Owner as loss payee, provide deductibles of no greater than five percent of the property value, and shall include: Personal Property: Automobiles and Mobile Equipment - Special form "all risk" coverage for the actual cash value of Owner-owned or leased property. Real Property and All Other Personal Property - Special form "all risk" coverage for the full replacement value of Owner-owned or leased property.

Assurance of Completion

(Applicable to all Housing Authority demolition projects exceeding \$25,000 and all Community Development Commission demolition projects exceeding \$100,000)

- A. The Contractor shall furnish an assurance of completion prior to the execution of the contract. This assurance shall be separate performance and payment bonds, each for 100 percent of the contract price.
- B. Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the states in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Free copies of the circular may be obtained by writing directly to: U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, SW, 2nd Floor, West Wing, Washington, D.C. 20226.
- C. Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.
- D. Failure by the Contractor to obtain the required assurance of completion within the time specified, or within such extended period as the Owner may grant based upon reasons determined adequate by the Owner, shall render the Contractor ineligible for the Contract. The Owner may then either award the contract to the next lowest responsible or solicit new bids. The Owner may retain the ineligible bidder's bid guarantee.

10.5 Compliance With Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Contractor shall comply with the following laws:

Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Title VI provides that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors)

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Owner's contracting officer, advising the labor union or workers' representatives of the Contractor's

commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his/her books, records, and accounts by the Owner and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Owner may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Owner, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

10.6 State Prevailing Wage Requirements

This construction project is funded in whole with public funds. The Contractor shall be responsible for complying with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc. which are applicable to this contract. They include, but are not limited to, the following: California Labor Code Section 1770 et seq., which requires contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations (DIR), Division of Labor Statistics, these rates can be obtained on the website at www.dir.ca.gov. or by contacting the Community Development Commission, Labor Compliance Unit for the prevailing wage rates on file.

The Contractor and Subcontractor shall also:

1. Pay not less than the prevailing wage to all workers, as defined in the California Code of Regulations (CCR) section 16000(a), and as set forth in Labor Code Sections 1771 and 1774;
 2. Comply with the provisions of Labor Code Sections 1773.5, 1775, and 1777.5 regarding public works job sites;
 3. Provide workers' compensation coverage as set forth in Labor Code Section 1861;
 4. Comply with Labor Code Sections 1778 and 1779 regarding receiving a portion of wages or acceptance fee;
 5. Maintain and make available for inspection payroll records, as set forth in Labor Code Section 1776;
 6. Pay workers overtime pay, as set forth in Labor Code Section 1815 or as provided in the collective bargaining agreement adopted by the DIR Director as set forth in CCR's section 16200;
 7. Comply with Section 16101 of these regulations regarding discrimination;
 8. Be subject to provisions of Labor Code Section 1777.7 which specifies the penalties imposed on a contractor who willfully fails to comply with provisions of Section 1777.5;
 9. Comply with those requirements as specified in Labor Code Sections 1810 and 1813; and
 10. Comply with any other requirements imposed by the State of California.
- 10.7 Section 3 of the Housing and Community Development act of 1968, as amended or Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program.

Note to Contractor: one or the other of the following provisions will apply to each demolition project, depending on funding source.

Section 3 Provisions

All Housing Authority Demolition contracts of any amount and all Commission contracts valued at \$100,000 or more are subject to Section 3.

The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

The parties to this Agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining Agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The Contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education

Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Consideration of GAIN/GROW Participants for Employment

All Commission Demolition contracts up to \$100,000 are subject to GAIN/GROW.

Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

10.8. Access and Retention of Records

The Contractor shall provide access to the Owner, the Federal grantor agency, the Comptroller General of the United States, and the State of California or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor is required to retain the aforementioned records for a period of five (5) years after the Owner pays final payment and other pending matters are closed.

10.9. Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Owner. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the Owner, any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Owner's interest and the interests of the third parties.

10.10 Indemnification

The Contractor agrees to indemnify, defend and save harmless the Community Development Commission, Housing Authority, County, and their agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature whatsoever including, but not limited to bodily injury, death, personal injury or property damage arising from or connected with the Contractor's services, including any Workers' Compensation suits, liability, or expenses arising or connected with the Work or service rendered pursuant to this Contract.

10.11 Subcontracting

The Contractor may subcontract only those specific portions of the work allowed in the original General Conditions, Statement of Work and Addenda thereto, site-specific Work Orders, and the specifications covered by this Contract with prior written approval by the Owner.

10.12 Assignment

This Contract or any provision thereof or any right or obligation arising hereunder is not assignable in whole or in part, without the expressed written consent of the Owner. However, the Owner reserves the right to assign this Contract to another public agency without the consent of the Contractor.

10.13 Confidentiality of Reports

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Owner.

10.14 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.15 Safety Standards and Accident Prevention

The Contractor shall comply with all applicable Federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his/her own responsibility, reasonably necessary to protect the life and health of employees on the job and the public and to protect property in connection with the performance of this Contract.

10.16 Drug Free Workplace Act of the State of California

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

10.17 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Owner and the Owner holds all the rights to said data.

10.18 Independent Contractor

The Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Owner, or under Owner's supervision or control. This Contract is by and between the Contractor and the Owner, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Owner and the Contractor.

10.19 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10.20 Notices

The Owner shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that the Owner has actual knowledge of such injury or damage. The Owner shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the representative of each Party.

Owner:

Community Development Commission **or**
Housing Authority
Director Name, Contracting Officer
2 Coral Circle
Monterey Park, CA 91755

Contractor:

Contractor Name Here
RMO Name Here
Address Here
City, CA Zip Code

Notices shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Owner and Contractor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

10.21 Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

10.22 Employees of Contractor

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Owner pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injury arising from an accident connected with services provided to the Owner under this Contract.

Professional Conduct: The Owner does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Owner will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

10.23 Patent Rights

The Owner will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this Contract.

10.24 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

10.25 Use of Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

10.26 Contractor Responsibility and Debarment

- A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Owner to conduct business only with responsible contractors.
- B. The Contractor is hereby notified that if the Owner acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Owner may, in

addition to other remedies provided in the contract, debar the Contractor from bidding on Owner's contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the Contractor may have with the Commission and Housing Authority.

- C. The Owner may debar a contractor if the Board of Commissioners finds, in its discretion, that the Contractor has done any of the following: (i) violated any term of a contract with the Owner, (ii) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the Owner or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (iii) committed an act or offense which indicates a lack of business integrity or business honesty, or (iv) made or submitted a false claim against the Owner or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Owner will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. If the Contractor fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the Contractor may be deemed to have waived all rights of appeal.
- F. A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- G. These terms shall also apply to all subcontractors.

10.27 Compliance With Jury Service Program

- 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an

annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Owner or a subcontract with the Owner and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission or Housing Authority contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Owner, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Owner under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Owner if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Owner may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission's or Housing Authority's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Owner may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Owner contracts for a period of time consistent with the seriousness of the breach.

10.28 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the

Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the

10.29 Contractor's Warranty of Adherence to Owner's Child Support Compliance Program

Contractor acknowledges that the Owner has established a goal of ensuring that all individuals who benefit financially from the Owner through a contract, are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by Owner's Child Support Compliance Program and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Termination For Breach of Warranty to Comply with Owner's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth herein shall constitute default under this contract. Without limiting the rights and remedies available to Owner under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which Owner may terminate this contract pursuant to Paragraph 7.5 – "TERMINATION FOR CAUSE" and pursue debarment of Contractor, pursuant to Owner Policy.

10.30 Entire Contract

This Contract with attachments constitutes the entire understanding and agreement of the parties.

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IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date and year first written above.

COMMUNITY DEVELOPMENT
COMMISSION OR
HOUSING AUTHORITY OF THE
COUNTY OF LOS ANGELES, A
BODY CORPORATE AND POLITIC

By: _____

CARLOS JACKSON

Title: EXECUTIVE DIRECTOR

Date: _____

APPROVED AS TO PROGRAM:

EMILIO SALAS
DIRECTOR

Date: _____

APPROVED AS TO FORM
OFFICE OF COUNTY COUNSEL

By: _____
Deputy

NAME OF CONTRACTOR

License Number: **6-DIGIT #**
HERE

By: _____

NAME IN UPPERCASE

Title: _____

Date: _____

BUSINESS ADDRESS

Address

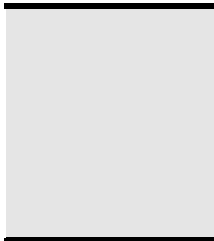
City, CA Zip Code

Telephone: (###) ###-####

Fax: (###) ###-####

CORPORATE SEAL

Required Signatures:



If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

STATEMENT OF WORK

SECTION 1

A. Work Description

The Owner will have certain buildings or property conditions or both that are to be demolished or removed as well as private property to protect life, limb, health, property, safety, or welfare of the public or occupants thereof.

1. The purpose of this Contract is to facilitate the demolition and removal from each site, as designated by the Executive Director or designee including Division Directors (hereinafter Executive Director), any structures, debris, or miscellaneous material. Substandard structures are defined as residential or commercial structures of wood frame or masonry construction; one or two stories in height; with wood or concrete floors; wood, metal, masonry or stucco exteriors; wood, metal, tile or composition roofing; foundations and floor slabs; and attached-covered porches. The scope of work requires removal of trash, junk, debris; abandoned household equipment and furniture; abandoned equipment and machinery; miscellaneous personal property; abandoned, wrecked, dismantled, or inoperable vehicles; house-type trailers; and capping and/or backfilling of abandoned sewage disposal systems, excavations, or water wells.
2. Approximately 20 percent of the anticipated work will be strictly cleanup jobs, i.e., the removal of debris, etc.
3. Jobs which contain structures two or more stories in height, or jobs which are declared by the Executive Director to be an emergency situation, or which contain abatement or environmental remediation beyond what the Executive Director deems the Contractor can successfully and safely demolish, or are constructed of materials other than those mentioned above, may be advertised for bids on a project basis, or in the case of immediate emergency, awarded to a sole source by the Owner, unless the Contractor agrees to perform such work for the basic unit price applicable to this Contract or a negotiated price according to Section Y, "Change Orders - Negotiated Price" of this Appendix.

In addition, the Contractor shall perform emergency demolition or similar urgent actions, if any, deemed necessary by the Owner according to Sections F., R., and Y. of this Statement of Work.

B. Work Location

The work will be located at various job sites, primarily within the unincorporated area of the County.

C. Demolition and Removal of Debris

1. All structures, buildings, and facilities shall be demolished and removed as specified in this Contract and the Contract work orders.
2. The Contractor shall meet with the representative from the Owner at the subject property before the demolition of any structures or the removal of any debris, etc.
3. Prior to commencement of the work described in this Section for each demolition job, Contractor shall submit items a. through i. listed below, to the Owner's Project Manager (Project Manager) for review, and shall re-submit these until accepted by the Project Manager. Submittal shall include:
 - a. Demolition and removal procedures if the job is of an unusual nature;
 - b. A schedule, including abatement phase if required, permit phase including regulatory noticing requirements, demolition itself;
 - c. Written schedule for disconnection of utility services;
 - d. Detailed, job-specific safety procedures regarding the demolition work if safety plan submitted with the bid is insufficient for the specific job;
 - e. Procedures for protection of adjacent occupied facilities and public ways;
 - f. Personnel list if different than that submitted with the proposal;
 - g. Name, license numbers, physical address, and phone numbers of licensed abatement subcontractors if different than that named with the Contractor's proposal;
 - h. Name and location of a legal, off-site, acceptable disposal facility to be used.
 - i. Name and physical address of source of fill soil, and quantity of fill imported, if any.
4. Prior to the demolition and removal of any structure, building, or facility, the Owner shall have ordered and provided to the Contractor, an in-depth inspection report to be made by a State of California licensed Certified Asbestos Consultant. All Laboratories utilized for analytical services must have current certification from National Emission Standard for Hazardous Air Pollutants (NESHAP), as well as the following accreditations:

- National Institute of Occupational Safety and Health (NIOSH)
- National Institute for Science and Technology (NIST)
- American Industrial Hygiene Association (AIHA)
- California Department of Health Services (DHS) Accreditation (ELAP)
- National Voluntary Accreditation Program (NVLAP)

On occasion, such as when the demolition is considered to be an emergency by the Executive Director, and upon request of the Owner, the Contractor shall order an in-depth inspection report to be made by a State of California licensed Certified Asbestos Consultant utilizing an accredited testing laboratory (see above) regarding the presence or non-presence of asbestos and shall provide a copy of the report to the Owner. Demolition of any facility shall conform to Environmental Protection Agency (EPA) regulations set forth in 40 CFR Part 61 and South Coast Air Quality Management District (SCAQMD) Rule 1403. The South Coast Air Quality Management District shall be notified by the Contractor pursuant to Rule 1403. The removal of asbestos, when present, shall be done following Rule 1403.

5. If an inspection for lead containing materials is required and has not been conducted and therefore a report not given to the Contractor prior to demolition, the Contractor shall order an in-depth inspection report to be prepared by a State of California, Department of Health Services – Certified Lead Project Supervisor / Monitor or Certified Project Designer, and shall provide a copy of the report to the Owner. All Laboratories utilized for analytical services must have current certification from National Emission Standard for Hazardous Air Pollutants (NESHAP), as well as the following accreditations:

- National Institute of Occupational Safety and Health (NIOSH)
- National Institute for Science and Technology (NIST)
- American Industrial Hygiene Association (AIHA)
- California Department of Health Services (DHS) Accreditation (ELAP)

Otherwise, all painted surfaces shall be considered to contain lead above the notification thresholds established in the Cal/OSHA Lead in Construction Standard, California Code of Regulations Title 8, Section 1532.1 (Section 1532.1) and Cal/OSHA shall be notified accordingly.

Contractor is responsible for abatement of lead based paint and asbestos-containing materials prior to the demolition of existing structures located at the job. Contractor is responsible for having all said abatement performed by a California licensed abatement subcontractor if Contractor does not hold those licenses. All said abatement shall be performed following guidelines as defined by local, state, and federal regulations. If a lead-based paint inspection is conducted, Cal/OSHA shall be notified as required in Section 1532.1 based on the analytical data. During demolition and removal of debris, the contractor shall conform to all requirements set forth in Section 1532.1.

6. The Contractor shall demolish, remove, and dispose of all specified structures, equipment, and debris. Removal includes, but is not limited to: building construction, masonry and brickwork, porch steps, porches, footings, foundations, slabs, sidewalks, driveways, parking surfaces, trees as indicated on a job-specific basis, shrubs, vegetation, fencing, and any lean-to or other shelter all down to the level of existing exterior grade. Demolish to the existing grade and haul away the debris of all the concrete driveways, parking surfaces, patios, and walkways, including all footings and foundations, and other surface hardscape of the property within the property lines. All of the existing driveways and walkways inside the property shall be saw cut at the public sidewalk or property line. If contractor damages the sidewalks, curbs, curb cuts, or driveways designated to remain and/or outside of the property line during demolition, the contractor shall repair them at no additional expense to the Owner. Demolition also includes the proper abandonment of any sewer or sewage disposal system. Cesspools, seepage pits, or septic tanks shall have the sewage removed therefrom and shall be properly filled and compacted with an approved material and method in accordance with the Los Angeles County Building and Plumbing Code. The Contractor shall contact the Project Manager before the backfill of any cesspool, seepage pit, or septic tank. The sanitary sewer lines shall be properly capped in accordance with the Los Angeles County Plumbing Code. Site shall be graded and compacted as necessary to prevent unnecessary ponding of surface water other than what may be required to conform to the National Pollutant Discharge Elimination System (NPDES) municipal permit, detailed below in item 7.
 - a. Contractor shall verify existing sewer line connection with Public Works. All sewer lines shall be capped at the property line. Contractor shall provide as-built plan to indicate the exact location of the capped sewer lines.
 - b. The main water line shall be cut off and capped at the property line or at the meter boxes by the sidewalk.

- c. The gas line shall be disconnected from the street. Contractor shall inform the gas company of the proposed scope of work so that the gas company can remove a small portion of the asphalt and clamp the gas line.
 - d. Contractor shall notify the electrical company to disconnect the lines and wires. The power line and main wires from the poles to the existing meter boxes shall be removed prior to demolition, and the electrical company shall remove the electrical meter. Should any other existing underground utility conduits be found during performance of this contract, the contractor shall be responsible to document type and location on an as built plan and cut and cap at the property line.
 - e. Contractor shall notify the telephone and cable companies to disconnect the line or wires from the pole.
 - f. Mark the location on an as-built plan and cut and cap at the property line.
7. The requirements of the NPDES municipal permit, issued to the County shall be followed on all demolition and cleanup sites. Best Management Practices (BMP) shall be implemented as necessary to reduce pollutants to receiving waters. This requires the Contractor to prepare and file a Local and State Storm Water Pollution Prevention Plan for all demolition/cleanup sites greater than or equal to one acre of disturbed soil. The anticipated costs that will be incurred by the Contractor for compliance costs incurred on the specific job should be accounted for in the Contractor's square foot bid cost for demolition.
8. Removal of debris shall include the removal of all waste materials caused by the Contractor's operations, including but not limited to loose or broken concrete or masonry together with all other items of equipment, furnishings, or house-type trailers on the premises during the time of the Contractor's operations and specified for removal by the Director/Project Manager. Debris shall include all dead, cut, or uprooted trees fewer than four inches in diameter or other vegetation to be removed as a result of removal of the building. Dumping of debris removed shall be at an approved dumpsite.
9. Self-supporting cantilever retaining walls constructed for the retention of earth shall remain in place. All others shall be removed and the adjacent grade shall be graded to a two horizontal to one vertical (2:1) slope.
10. Below Grade Slabs: Where open cellars, swimming pools, or other excavations have concrete slab floors and there is no natural drainage, the slabs shall be broken or punctured before back filling to allow drainage

of the water. Back filling shall not be permitted until the Public Works' inspector has inspected and approved the break or puncture.

11. Removal of growing trees is not generally required. Those to be removed shall be specified by the Project Manager. Contractor shall uproot and haul away all other vegetation including but not limited to all trees designated for removal, all shrubs, and all other plants and groundcover, including all roots. Hire an arborist, when directed, to prune large trees designated to remain, to be reimbursed at the unit cost indicated on the bid sheet. The following shall not be demolished, and shall be protected in place:
 - a. Oak trees of any size, unless directed otherwise in writing after obtaining review and permission from the County's Department of Regional Planning and any other agency having legal jurisdiction.
 - b. Other large trees, as designated.
12. The Contractor shall fill to grade with suitable material any voids remaining on the site after the demolition operation. Backfill shall be of Class II aggregate base and compacted to 90%. The material shall be free from any hazardous materials, stones, debris, building material, etc. The material shall be compacted in accordance with Chapter 70 of the Los Angeles County Building Code.
13. All debris derived from the demolition services specified herein shall be removed from the property and properly disposed of at the Contractor's expense.
14. All demolition and removal work shall be done in accordance with these Specifications, the County of Los Angeles "Standard Specifications for Public Works Construction" latest adopted edition, and accepted good industrial practice.

D. Determination of Area of the Building(s)

1. The Project Manager will determine the area of the basic structure plus any appurtenances or accessory buildings to be demolished and furnish the Contractor with the information at the time of notification of work to be done.
2. If the Contractor disagrees with the square footage or cubic yardage as determined by the Project Manager, the Contractor shall notify the Project Manager of this discrepancy no more than three working days after being notified to proceed with the project. In the event an error in the Project Manager's determination of square footage or cubic yardage is found, the Contractor shall be entitled to an extension of completion time sufficient to cover the time necessary to establish an agreement on revised square

footage or cubic yardage. Notification later than three working days constitutes automatic acceptance by the Contractor of the work as specified and quantified by the Owner.

E. Site Drainage – Grading

1. Any open pits, holes, or basements shall be filled with a Class II aggregate base, compacted to 90% and be brought up to grade level of the lot.
2. Any specified backfilling of basements, cellars, swimming pools, or any similar excavation, or removal of foundations or slabs shall be performed in a way that will prevent ponding of surface water and will not materially affect the natural drainage pattern of the premises. Back fill material from the site may be used with prior approval from the Director/Project Manager. The site shall be graded and compacted as necessary to prevent ponding of surface water.

F. Site Investigation and Work Determination

1. Site Investigation: Prior to demolition and removal work, the Contractor shall investigate the site to determine all conditions affecting necessary procedure and operations in performing the required work as specified. The Contractor shall visit the site accompanied by the Project Manager for all demolitions to determine all conditions affecting necessary procedure and operations for unusual work, or other work that may not fall within the provisions of this Contract.
2. The Owner assume no responsibility for the admission of the Contractor to any part of the buildings or premises during the occupancy by any tenants who may be living in or on the premises, legally or otherwise. During such time, any arrangements for inspection of occupied buildings or premises shall be made by the Contractor with the occupant or occupants thereof.
3. Work Determination: The Contractor shall determine the nature and type of construction, structural members, finish, and appurtenant features of the structures to be demolished, and shall be responsible for determination of all classes of work to be accomplished, including determination of nature of mortar and existence of grout or concrete fillings in masonry as specified.
4. Where, in the Contractor's opinion, the required methods of demolition are impractical, impossible, or not economically feasible, the Contractor shall notify the Project Manager not more than three working days after being notified to proceed with the work to be done. Notification later than three working days constitutes automatic acceptance of the work specified by the Contractor. If notification is within three working days and if the Contractor and the Project Manager mutually agree, the work in question on the specific job / site shall be excluded from the scope of this Contract.

G. Demolition and Cleanup Procedures

1. Demolition Procedures

- a. When all required contract documentation has been completed, including provision by the Contractor of appropriate insurance and performance bond, if required, the Owner will issue to the Contractor, a Notice To Proceed with the demolition and removal of certain structures, improvements, debris, or vehicles on the site.
- b. The Contractor shall meet with the Owner's Inspector , and/or Project Manager at the subject property before the demolition of any structures. Upon the completion of all work, the Contractor shall, within 24 hours, call the Inspector/Project Manager for final inspection. Approval of site and payment for work done will not otherwise be accomplished.
- c. Demolition of the structures shall conform to regulations set forth in the Los Angeles County Building Code; SCAQMD Rules 1403 and 403; the NPDES municipal permit handbook; the Cal/OSHA Lead in Construction Standard, California Code of Regulations Title 8, Section 1532.1; and EPA regulations set forth in 40 CFR Part 61.
- d. A "Demolition Permit" shall be required for all structures that are to be demolished, including mobile homes. The permit may be obtained at the local County Building and Safety District Office.
- e. The Contractor shall provide permanent or temporary protective measures for pedestrian and property protection required by applicable statutes, ordinances, and/or regulations. Potential on-site hazards (e.g., open excavations, swimming pools, etc.) shall be protected by fencing or similar methods throughout the duration of the project. The Owner hereby notifies the Contractor that a plan and permit are required for these temporary protective measures, and it is the Contractor's sole responsibility to submit proof otherwise with the pre-demolition submittals in item C.3, above.

2. Cleanup Procedures

- a. When a site is identified for cleanup, the Project Manager will notify the Contractor to proceed with the removal of miscellaneous items of personal property, trash, junk, debris, and inoperative vehicles.
- b. Contractor shall meet with the Inspector/Project Manager 24 hours before the commencement of the work. Upon the completion of all work, the Contractor shall within 24 hours call the Inspector/Project Manager for final inspection. Approval of site and payment for work done will not otherwise be given.

- c. Remove and haul away the abandoned automobile(s), and all auto-related products, including but not limited to items such as tires, mechanical tools to an approved refuge facility, disposing as hazardous waste if required.
- d. Cleanup of property shall conform to regulations set forth in the Los Angeles County Building Code; SCAQMD Rules 1403 and 403; the NPDES municipal permit handbook; the Cal/OSHA Lead in Construction Standard, California Code of Regulations Title 8, Section 1532.1; and EPA regulations set forth in 40 CFR Part 61.
- e. Contractor shall provide permanent or temporary protective measures for pedestrian and property protection required by applicable statutes, ordinances, or regulations. Potential on-site hazards (e.g., open excavations, swimming pools, etc.) shall be protected by fencing or similar methods throughout the duration of the project. The Owner hereby notifies the Contractor that a plan and permit are required for these temporary protective measures, and it is the Contractor's sole responsibility to submit proof otherwise with the pre-demolition submittals in item C.3, above.

H. Methods of Demolition

- 1. General: As devised by the Contractor for the required work, with suitable equipment and subject to the acceptance of the Project Manager.
- 2. Regulations: Los Angeles County Building Code and any other applicable State law and/or County ordinance regulating building.
- 3. Safety Provisions:
 - a. All precautions necessary for accomplishment of the work in a safe and orderly manner.
 - b. Erection and maintenance of all fences, barricades, lights, warning signs, and other safeguards necessary for adequate protection of streets, sidewalks, adjacent property, and all persons on and off the property at the site.
 - c. Burning or burial of debris on the site shall not be permitted.
 - d. The use of explosives shall not be permitted.
 - e. Bracing and Shoring: Contractor shall provide as necessary to avoid accidents or collapse of structures. Potential on-site hazards (e.g., open excavations, swimming pools, etc.) shall be protected by fencing or similar methods throughout the duration of the project.

The Director/Project Manager will notify the Contractor when a plan and permit are required for these temporary protective measures.

- f. Access: Contractor shall keep all approaches reasonably clear and clean. Contractor shall secure the property nightly and provide site security through the contract period, until final acceptance, by providing adequate and appropriate personnel and/or fencing as required.

I. Hazardous Waste

1. When the Contractor is not performing abatement activities or demolishing any structures on the property, the removal of hazardous waste material, as defined in the California Health and Safety Code Section 25117, if necessary, will be considered as "extra work" in the performance of this Contract. See Section "Extra Work" for specific requirements.
2. Should hazardous waste be found on the site, the Contractor shall immediately contact the Project Manager for further directions as to proper removal or any other action deemed necessary. The removal of hazardous waste shall be in accordance with the U.S. Environmental Protection Agency (EPA) Regulation X - National Emission Standards for Hazardous Air Pollutants (NESHAPS) or any other applicable Federal, State law, and/or County ordinance regulating hazardous waste. All manifests for the disposal of hazardous materials shall be signed by the property owner.

J. Utilities

1. The Owner will not provide utilities. The Contractor shall notify, arrange, and pay all fees connected with the removal of electric service connections to the structure, the removal of meters, disconnection of services, and the plugging or capping of all water, gas and sewer lines as required by utility companies or ordinances. Removal of utility lines and sewers below the ground surface will not be required. Disconnected pipelines shall be capped in accordance with applicable regulations. When permitted to use water and/or power from adjacent neighbors, Contractor shall submit copy of written permission to the Owner, and shall pay reasonable rate for such use directly to the neighbor. Use of water and/or power shall not result in hazardous or objectionable conditions, such as flooding or contaminated runoff.
2. To comply with SCAQMD Ordinance 403, the Contractor shall provide water for dust control on all demolition and cleanup sites, either by means of water truck or an approved connection to a water purveyor.
3. Should a utility service be inadvertently damaged or disconnected from a structure not specified for demolition, the Contractor shall immediately

restore said service in compliance with the Los Angeles County Electrical or Plumbing Codes. The Contractor shall be responsible for any and all expenses incurred while restoring said service.

K. Time for Commencing and Completing Work

1. The Contractor shall commence the removal of asbestos and demolition work at the end of the required notification period provided to SCAQMD.
2. Asbestos and demolition work shall begin and be completed within the starting and completion dates shown on the SCAQMD Rule 1403 notification form. If this is not possible, a revised notification form shall be sent to SCAQMD in accordance with Rule 1403 (d)(1)(A)(iv).
3. The Contractor shall commence the demolition and removal of lead-painted surfaces, lead-impacted soil, or assumed lead paint at the end of the required notification period provided to Cal/OSHA.
4. Demolition and removal work affecting lead paint, lead-impacted soil, or assumed lead paint shall begin and be completed within the starting and completion dates provided on the Cal/OSHA notification. If this is not possible, a revised notification form shall be sent to Cal/OSHA in accordance with California Code of Regulations Title 8, Section 1532.1.
5. The Contractor shall commence demolition work within 10 calendar days from the date of mailing of the Notice to Proceed by the Project Manager (or sooner, as specified in the Notice, if the demolition has been deemed an emergency by the Executive Director, and complete the work within 21 calendar days or within the time period specified in the Notice to Proceed. Failure to adhere to the "Time for Commencing and Completing Work" may be cause for immediate cancellation of this Contract.
6. Should the Contractor be obstructed or delayed in the beginning, continuation or completion of the work by inclement weather or by any necessary or unavoidable act or delay of the Owner, or by riot, insurrections, war, pestilence, acts of public authorities, fire, lightning, earthquake, cyclone, or through the default of other parties under contract with said Owner; and if, in the sole opinion of the Executive Director, the ultimate completion of the entire work under this Contract is delayed thereby, then the time fixed for the completion of all work under the work order shall be extended for a period equivalent to the time the work is delayed by such means.
7. Labor strikes, when such strikes are not brought solely against the Contractor or any of the subcontractors, may constitute sufficient reason for extension of the time of completion within the provisions of these Specifications.

L. Roofed-over Areas

Roofed-over areas shall be considered as any area with a roof but without enclosing walls, such as breezeways, patios, carports, and similar structures, whether attached to the basic structure or freestanding.

M. Access to Site

Structures included within the scope of this Contract are presumed to be so situated as to be reasonably accessible to the Contractor and that will permit the use of the Contractor's conventional equipment, machinery, tools of the trade, and / or hand crews.

N. Appeals

If the property owner or other interested party files a notice with the Executive Director and requests a hearing as provided in Los Angeles County Code Title 26, (Building Code), the Contractor or the Contractor's representative agrees to appear at the time and place of the hearing and to furnish the hearing board with all information required to determine the correctness or reasonableness of the charges at no additional cost to the Owner.

O. Special Safety Requirements

1. In the performance of this Contract, precaution shall be exercised by the Contractor at all times for the protection of persons (including employees) and property. The Contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation. The Contractor shall provide all safeguards, safety devices, and protective equipment, and take any other needed actions on its own volition or as the Project Manager may determine to be reasonably necessary to protect the life and health of employees on the job and the safety of the public, and to protect property in connection with the performance of the work covered by this Contract. All Contractor's operators, subcontractors, and employees shall observe all applicable Cal/OSHA regulations while at the jobsites. Hard hats shall be worn at all times. Suitable clothing, gloves and shoes that meet Cal/OSHA requirements are required. The Contractor's operators, subcontractors, and employees shall wear adequate eye, face, hearing, respiratory, and foot protection as prescribed by Cal/OSHA and brightly colored clothing when exposed to traffic hazards.
2. The Contractor shall also provide permanent or temporary protective measures for pedestrian and property protection required by applicable statutes, ordinances or regulations. Potential on-site hazards (e.g., open excavations, swimming pools, etc.) shall be protected by fencing or similar methods throughout the duration of the project.

P. Salvage

The Contractor shall have salvage rights in accordance with Los Angeles County Code, Title 26, Section 9930 (Building Code). Salvageable material and equipment shall become the property of the Contractor and shall be promptly removed from the jobsite, including all material and equipment remaining in the building after the date the work order is executed. Vehicles that are removed are not to be reconstructed or made operable in accordance with Los Angeles County Code (Building Code) Title 26, Section 9934. However, Contractor is prohibited from allowing any third party from salvaging any of the demolished building products or abandoned household items, furniture, fixtures, appliances, equipment, motor vehicles, auto parts, trees, etc. from the site.

Q. State Industrial Safety Permit

1. The issuance of a permit by the State Division of Industrial Safety is required for excavations five feet or deeper and into which a person is required to descend. This is a normal condition for capping most sewers.
2. Obtaining and submitting a copy of an Annual State Industrial Safety Permit will help reduce delays when the Contractor applies for necessary demolition building permits from the Department of Public Works.

R. Emergency Work

Should the Contractor be unable to respond to an emergency within a time period commensurate with the emergency as judged solely by the Project Manager (typically 24 hours or less), nothing in this Contract shall prevent the Owner from contracting with other parties that can respond appropriately to the emergency.

S. Responsibilities of the Owner

The Owner will determine the need for, and provide, jobsite observation to determine the square footage area of structures to be demolished, observations of the progress of the Contractor to determine adherence to these Specifications, and post-demolition/clean-up observation for purposes of final punch list and eventual acceptance of the cleared and cleaned site.

T. Responsibilities of the Contractor

The Contractor shall:

1. Provide all labor, materials, equipment, tools, utilities, and supervision required to perform the work described.
2. Notify the Inspector/Project Manager within a 24-hour period upon completion of the work.

3. Furnish private transportation for the Contractor's personnel and equipment to and from the jobsite and for travel around the jobsite.
4. Furnish security for all equipment and materials used at the jobsite during both working and nonworking hours until final acceptance, by providing adequate and appropriate personnel and/or fencing as needed.
5. Obtain and maintain in good standing all necessary City, County, and State permits or licenses for its operations, facilities, equipment, and operators.
6. Immediately advise the Inspector/Project Manager should the Contractor encounter or observe hazardous conditions while working on the jobsite.
7. Repair any damage to Owner's property or other facilities resulting from the work being done by the Contractor.
8. Repair any damage to private property that is not encompassed by the demolition or cleanup resulting from the work being done by the Contractor.
9. Before starting the job, obtain and pay for permits, licenses, and fees required by the County, State, or Federal laws concerning the demolition or removal of the building, filing of SCAQMD Rule 1403 notices, filing of all Cal-OSHA notices, obtaining and paying for the Oak Tree removal permit, and permits and fees for the capping of sewer or filling of cesspool or septic tank. The Contractor shall also be responsible for requesting and obtaining inspection and approval of the work done under the above permits. The permits shall be requested and obtained at the Public Works' Building and Safety District Office in which the work is located. Permits will be subject to cancellation and become null and void if the work is not completed within the time specified therein. Upon receipt of copy of said permit, the County will reimburse Contractor for cost of permits peculiar to the specific job. Reimbursement will be incorporated in final billing of the project.
10. Arrange the storage of materials and equipment and the performance of all work by employees and subcontractors, so as to interfere as little as possible with other persons engaged in work for the Owner at the same or adjacent jobsites.
11. Provide any necessary water supply, electrical service, toilet, or other facilities required for performance of the work and for conduct of operations, all in accordance with governing code regulations.
12. Building Regulations. Carry out all building regulations, laws, and ordinances, though such requirements are not specifically mentioned in these Specifications. When work required by these Specifications is in

conflict with any such law or ordinance, the Contractor shall notify the Project Manager and shall not proceed with the work until the Project Manager has so ordered. However, nothing herein is intended to intentionally lead Contractor into willful violations of said regulations, laws, and ordinances.

13. Defective Work. Correct any imperfect work whenever discovered before the final acceptance of the work. No work which is deficient in any of the requirements of these Specifications shall be considered as accepted in the consequence of the failure of any employee of the Owner to point out said deficiencies or to order them corrected during performance of the work.
14. Repair of Damage. Repair, at Contractor's expense, any damage to sidewalk, street improvements, and/or private property caused by the Contractor outside the scope of the required demolition. Restore the damaged areas or surfaces to a condition equal to and matching the condition existing before the damage, by repair of existing work or by replacement of damaged materials with new materials as necessary for property restoration.
15. General Supervision. At all times the Contractor shall keep a competent general supervisor on the project site who shall be authorized by the Contractor to execute this Contract's requirements and who shall have the ability to organize the work, and the work of subcontractors, to attain complete cooperation and minimize delays.
16. Final Cleanup. All equipment and temporary construction used in the work of this Contract shall be removed from the project site. The demolition site and all spaces used by the Contractor shall be left in a neat and 'broom-clean' condition until accepted by the Project Manager and per the NPDES municipal permit handbook, taking care not to let dust or debris flow into the storm drain system.

U. Subletting

1. All subcontractors proposed to perform work on the project shall be licensed in accordance with the provisions of the Business and Professions Code of the State of California for the type of work to be performed.
2. The Owner will consider all subcontractors to be agents of the Contractor, and the Contractor shall be held responsible for their work.
3. All subcontractors or contractors performing subcontractor type work (i.e., removal of asbestos, hazardous waste) shall perform such work at competitive prices. The Owner may require the Contractor to submit proof that any subcontracted work performed under this Contract has been

performed at competitive prices based on the lowest of at least three competitive bids.

4. No subcontractor shall be allowed to work on the jobsite unless said subcontractor was listed on Contractor's original proposal, or has been properly proposed via the Owner's "Request for Acceptance of Subcontractor" form and procedures.

V. Work by Owner or Others

The Owner may perform with its own forces or award to other contractors any extra work or any portion of a project not included in this Contract.

W. Methods and Application

The methods adopted by the Contractor shall be such as will assure satisfactory work and will enable the Contractor to complete the work by the time agreed and choosing said methods are solely Contractor's responsibility. If at any time such methods appear inadequate, the Executive Director in his sole discretion may order the Contractor to improve its methods or increase its efficiency. The Contractor shall conform to such order, but failure of the Owner to order such improvement of methods or increase of efficiency, will not relieve the Contractor from the obligation to perform adequate work or finish by the time agreed upon.

X. Final Inspection

In order to allow for progress and final inspections, the Contractor shall notify the Project Manager a sufficient length of time in advance of the performance of each type of intended work, typically 48 hours except in emergency demolition jobs. The Contractor is expressly prohibited from carrying out the work of this Contract at night or on a Saturday, Sunday, Federal, State, or County holiday, unless notified by the Executive Director in writing in advance that the specific demolition or clean-up job is an emergency. In such case that Contractor has received such a written order, contractor shall notify Project Manager at least 24 hours in advance so that inspection may be provided by the Inspector/Project Manager. Upon the completion of the work specified by this Contract or Contract Work Order, the Contractor shall notify the Project Manager when the Contractor desires a final inspection of the work. The Project Manager will make such requested inspection is completed as soon as possible thereafter.

Y. Change Orders - Negotiated Price

1. Should any of the necessary work not fall within the provisions of this Contract, the Owner and the Contractor may enter change order negotiations to establish a mutually agreeable price for such work. This change order would provide for a negotiated price, or where not negotiated, a mutually agreeable price can be settled upon, the price shall be established by itemized labor, material, equipment, other services, and

expenditures, Contractor's costs and profit in accordance with the "Extra Work" provisions of the "Standard Specification For Public Works Construction" latest adopted edition, as amended and submitted after authorization and performance of the work. The Owner at any time during the progress of the work may order alterations in, additions to, deviations or omissions from, the work contemplated by these Specifications or Contract Work Orders.

2. No extra work shall be performed and no change shall be made unless a written Directive, Field Order, or Change Order has been issued by the Owner stating that the extra work or change is authorized. No claim for an addition to this Contract and Contract Work Order sum shall be valid unless the extra work or change is so ordered. Any change in the work shall conform to these Specifications or Contract Work Orders insofar as they may apply without conflict to the conditions involved in the change. Payment for additional work or extras, if any occur, shall become due and payable following the provisions for payment of this Contract. The value of deletions, if any, from this Contract shall be deducted from the amount of the final Contract price.

Z. Extra Work

1. New or unforeseen work will be classified as "extra work" when the Owner determines that it is not covered by this Contract's unit prices or stipulated unit prices. Such work shall be compensated based on a mutually agreeable negotiated lump sum.
2. The removal of asbestos and hazardous waste may be considered as "extra work" in the performance of this Contract only when the structure or facility is not being demolished by the Contractor. When work (extra work) not covered by this Contract is subcontracted, the Contractor may add a reasonable markup, amount to be negotiated, submitted after authorization and performance of the work.

AA. Authority of Executive Director

1. The Executive Director will decide, within the provisions of these Specifications, all questions which may arise concerning the work performed, and all questions concerning the acceptable fulfillment of this Contract by the Contractor.
2. Final determination of the acceptable fulfillment of the Contract by the Contractor shall be made by the Executive Director. Copies of all specifications and Contract Work Orders will be kept on file.

BB. Construction and Demolition Debris Recycling

1. To the maximum extent feasible, Contractor shall employ processes which will ensure generation of the least amount of debris; salvage and reuse the debris on or off-site or deliver the debris to recycling facilities; and quantify the amount of debris reduced, reused, and/or recycled.
2. Contractor shall be responsible for arranging the collection and handling of the debris and transportation of the debris by legally permitted waste haulers to facilities that can legally accept the debris for purpose of reuse, recycling, or disposal. However, in no event shall the debris be disposed of in a landfill and/or incineration facility, unless otherwise approved by the Executive Director.
3. The Contractor shall comply with all applicable laws and regulations, including, but not limited to the California Integrated Waste Management Act of 1989 (AB 939), and the Los Angeles Countywide Integrated Waste Management Plan.
4. Upon completion of the work, the Contractor shall provide the Owner with proof of authorization from recycling/ delivery site owner/operator to deliver the demolition and/or cleanup debris to the recycling/delivery site and the tonnages reused and/or recycled. Demolition and cleanup debris means materials resulting from demolition and cleanup-related activities such as site cleanup, land clearing, excavation, grading, and are considered solid waste pursuant to Section 40191 of the Public Resources Code. The materials include, but are not limited to asphalt, brick, cardboard, carpet, cinder block, concrete, concrete with reinforcement bars, drywall, excavated materials, metal, fixtures and fittings, glass, gravel, mixed rubble, packaging materials, paper, plastics, porcelain, road work materials, roofing materials, rock, sand, soil, trees, tree stumps and other vegetative matter, stones, and wood waste.

CC. Recordkeeping of Construction and Demolition Debris Recycling

The Contractor shall retain records of the amount of debris generated and re-used, recycled, and disposed. When requested, within 15 days of completion of the work, the Contractor shall submit the following information to the Owner.

- The actual weight of debris recycled or reused.
- Copies of receipts from each subcontractor or facility that collected or received debris.
- A calculation of the actual percentage of all debris material that was recycled or reused.

DD. Payments

Upon completion of the work, the Contractor may request full payment for the work. After acceptance of the work by the Owner, and upon receipt from the Contractor of any affidavits or guarantees required by these Specifications, the Owner will make a final payment for each item designated by this Contract or Contract Work Order. The making of any payment to the Contractor under this Contract shall not relieve the Contractor of the Contractor's obligations. The Contractor is obligated to complete the contract work in its entirety at the time or times specified.

EE. Hours and Days of Demolition and Removal Services

Hours of services shall be primarily 8:00 a.m. to 4:30 p.m., Monday through Friday, each week, except holidays, when the service shall be done before or after such holiday. Work hours may only be altered, when necessary, with the approval of the Executive Director.

FF. Storage Facilities

The Owner will not provide storage facilities for the Contractor. The Owner will not be liable or responsible for any damage, by whatever means, or for theft of materials or equipment from the site.

GG. AB 939 County Diversion Requirements

1. The California Integrated Waste Management Act of 1989 (AB 939) requires that all cities and counties in the State of California divert materials going to landfills by 50 percent by the year 2000. To assist in achieving this mandate, all contractors handling green waste materials for the Owner shall be required to divert all landscape materials from any landfills and co-generation facilities. Green waste materials utilized for alternate daily landfill cover is currently acceptable for diversion credit. Contractor shall be required to seek "recycling" alternatives for any organic, biodegradable landscape materials encountered while performing these services. Acceptable "recycling" alternatives would include the utilization of these materials as feedstock for composting, co-composting, mulching, soil amendment and wood chip products.
2. The Contractor shall be required to arrange for the chipping and transport of all landscape materials to their selected processor with all costs to be borne by the Contractor. In addition, the Contractor shall provide proof of delivery of the material and weight tickets (from an approved public or private scale), or a signed statement of verification that all above AB 939 requirements have been met.

HH. Project Safety Official

The Contractor shall designate in writing a Project Safety Official who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Contractor's Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the Owner to direct the cessation of all work activities and operations at no cost to the Owner until such time as the Contractor is in compliance.

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GENERAL CONDITIONS OF THE DEMOLITION SERVICES CONTRACT

1. Contractor's License Requirements

Contractor shall be properly licensed by the State of California to perform the work proposed under these Specifications. Lack of proper license at the time of submission of Proposal shall be sufficient cause for rejection of the Proposal.

2. Wages, Materials, and Other Costs

It is the responsibility of the Contractor to calculate the Proposal price to take into consideration a possible escalation of wages, materials, and other costs during the contract period. The Board of Commissioners (Board), County of Los Angeles, and the Owner do not presume what future costs may be or the rate of wages that may become necessary to pay employees of the contractor for the work performed during the contract period.

3. Qualifications of Subcontractors

Contractors shall list all subcontractors to be used on the List of Subcontractors form included in Appendix E. The use of subcontractors shall be subject to Owner's approval. Subcontractors shall be properly licensed under the laws of the State of California for the type of work which they are to perform. Alternate subcontractors shall not be listed for the same work.

4. Opening of Proposals

Proposals will not be publicly opened.

5. Disqualification of Contractors

More than one Proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that any Contractor has interest in more than one Proposal for the work contemplated will cause the rejection of all Proposals in which such Contractor has interest. If there is reason for believing that collusion exists among the Contractors, none of the participants in such collusion will be considered in this or future Proposals.

6. Proposal Prices and Agreement of Figures

If the total amount arrived at by multiplying the unit price times the quantity does not agree with the total amount entered for the item or if the total amount is not entered, the unit price and the corrected extension will be considered as representing the

Contractor's intentions. If the total amount is entered for the item, but not the unit price, the unit price will be that which is derived by dividing the total amount proposed for the item by the number of units in the item as representing the Contractor's intentions. If the items are incorrectly totaled, the corrected total will be considered as representing the Contractor's intentions.

DETERMINATION OF RESPONSIBLE CONTRACTORS

- A. A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the proposed contract. It is the Owner's policy to conduct business only with responsible contractors.
- B. Contractors are hereby notified that, in accordance with Chapter 2.202 of the County Code, the Owner may determine whether the Contractor is responsible based on a review of the Contractor's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Contractor against public entities. Labor law violations which are the fault of subcontractors and of which the Contractor had no knowledge shall not be the basis of a determination that the Contractor is not responsible.
- C. The Owner may declare a Contractor to be non-responsible for purposes of this proposed Contract if the Board, in its discretion, finds that the Contractor has done any of the following: 1) committed any act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform this proposed contract with the Owner or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same; 2) committed an act or omission which indicates a lack of business integrity or business honesty; or 3) made or submitted a false claim against the Owner or any other public entity.
- D. If there is evidence that a Contractor may not be responsible, the Owner will notify the Contractor in writing of the evidence relating to the Contractor's responsibility, and their intention to recommend to the Board that the Contractor be found not responsible. The Owner will provide the Contractor and/or the Contractor's representative with an opportunity to present evidence as to why the Contractor should be found to be responsible and to rebut evidence which is the basis for the Owner's recommendation. If the Contractor fails to avail itself of the opportunity to rebut the Owner's evidence, the Contractor may be deemed to have waived all rights of appeal.
- E. If the Contractor presents evidence in rebuttal to the Owner, the Owner will evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Contractor will reside with the Board.

F. These terms shall also apply to proposed subcontractors.

7. Labor

No person shall be employed on any work under this Contract who is found to be intemperate, troublesome, disorderly, or is otherwise objectionable to the Owner. Any such person shall be reassigned immediately and not again employed on Owner' projects.

8. Public Convenience

The Contractor shall so conduct operations to cause the least possible obstruction and inconvenience to public traffic or disruption to the peace and quiet of the area within which the work is being performed.

9. Cooperation

The Contractor shall cooperate with the Owner's forces and other contractors and consultants engaged in any other activities at the jobsite. The Contractor shall carry out all work in a diligent manner and according to instructions of the Executive Director.

10. Care and Protection of Facilities

The Contractor shall recognize that any damage to Owner's properties from Contractor negligence shall, to the Owner's satisfaction, be repaired at the Contractor's expense. The Contractor shall be responsible for the security of any and all of the Owner properties in its care. The Contractor shall provide protection against vandalism, accidental, or malicious damage, both during working and nonworking hours.

11. Equipment, Labor, Supervision, and Materials

All equipment, labor, supervision, and materials required to accomplish this Contract, except as might be specifically outlined in other sections, shall be provided by the Contractor.

12. Permits/Licenses

The Contractor shall be fully responsible for possessing or obtaining any required permits/licenses from the appropriate Federal, State, or local authorities for work to be accomplished under this Contract.

13. Quality of Work

The Contractor shall provide the quality of work under this Contract which is at least equivalent to that which the Contractor provides to all other clients it serves. All work shall be executed by experienced workers. All work shall be under supervision of a well-qualified supervisor. The Contractor also agrees that work shall be furnished in a professional manner and according to these Specifications.

14. Cooperation and Collateral Work

The Contractor shall perform work as directed by the Executive Director. The Executive Director will be supported by other personnel in assuring satisfactory performance of the work under these Specifications and that satisfactory contract controls and conditions are maintained.

15. Authority of the Owner's Inspection

The Executive Director will have the final authority in all matters affecting the work covered by this Contract's Terms, Requirement, Conditions, and Specifications. On all questions relating to work acceptability or interpretations of these Terms, Requirements, Conditions, and Specifications, the decision of the Executive Director will be final.

16. Safety Requirements

The Contractor shall be responsible for the safety of equipment, material, and personnel under the Contractor's jurisdiction during the work.

17. Public Safety

It shall be the Contractor's responsibility to maintain security against public hazards at all times while performing the work.

18. Work Area Controls

The Contractor shall comply with all applicable laws and regulations. The Contractor shall maintain work area in a neat, orderly, clean, and safe manner. The Contractor shall avoid spreading out equipment excessively. Location and layout of all equipment and materials at each jobsite will be subject to the Executive Director's approval.

19. Transportation

The Owner will not provide transportation to and from the jobsite, nor travel around the limits of the jobsite.

20. Storage Of Material And Equipment

The Contractor shall not store material or equipment at the jobsite, except as needed to perform the work. The Owner will not be liable or responsible for any damage, by whatever means, or for the theft of the Contractor's material or equipment from any jobsite.

21. Jobsite Safety

The Contractor shall be solely responsible for ensuring that all work performed under this Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

22. Liquidated Damages

In any case of the Contractor's failure to meet certain specified performance requirements, the Owner may, in lieu of other remedies provided by law or the Contract, assess liquidated damages in specified sums and deduct them from any regularly scheduled payment to the Contractor. However, neither the provision of a sum of liquidated damages for nonperformance or untimely or inadequate performance nor the Owner acceptance of liquidated damages shall be construed to waive the Owner's right to reimbursement for damage to its property or indemnification against third-party claims.

The amounts of liquidated damages have been set in recognition of the following circumstances existing at the time of the formation of the Contract:

- All the time limits and acts required to be done by both parties are of the essence of the Contract;
- The parties are both experienced in performance of the Contract work;
- The Contract contains a reasonable statement of the work to be performed in order that the expectations of the parties to the Contract are realized. The expectation of the Owner is that the work will be performed with due care in a workmanlike, competent, timely, and cost-efficient manner, while the expectation of the Contractor is a realization of a profit through the ability to perform the Contract work in accordance with the terms and conditions of the Contract at the Proposal price;
- The parties are not under any compulsion to contract;
- The Contractor's acceptance of the assessment of liquidated damages against it for unsatisfactory and late performance is by agreement and

willingness to be bound as part of the consideration being offered to the Owner for the award of the Contract;

- Except where the Owner has incurred the cost of obtaining substitute performance, it would be difficult for the Owner to prove the loss resulting from nonperformance or untimely, negligent, or inadequate performance of the work; and
- The liquidated sums specified represent a fair approximation of the damages incurred by the Owner resulting from the Contractor's failure to meet the performance standard as to each item for which an amount of liquidated damages is specified.

The Contractor shall pay the Owner, or the Owner may withhold from monies due the Contractor, liquidated damages in the sum of \$400 for each consecutive calendar day that the Contractor fails to complete work within the time specified unless otherwise provided in this Contract.

23. Gratuitous Work

The Contractor agrees that should work be performed outside the scope of work indicated and without the Owner's prior written approval in accordance with Item Y., "Change Orders - Negotiated Price" of Appendix A – Statement of Work., such work shall be deemed to be a gratuitous effort by the Contractor, and the Contractor shall have no claim, therefore, against the Owner.

24. Nondiscrimination in Employment

The Contractor shall ensure that qualified applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection of training, including apprenticeship.

The Contractor shall deal with its subcontractors, bidders, or vendors without regard to, or because of, race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation, sexual orientation, or gender.

The Contractor shall allow the Owner's representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the Owner.

If the Owner finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the Owner may determine to cancel, terminate, or suspend this Contract. While the Owner reserves the right to determine independently that the antidiscrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated State or Federal antidiscrimination laws or regulations shall constitute a finding by the Owner that the Contractor has violated the antidiscrimination provisions of this Contract.

The parties agree that in the event the Contractor violates the antidiscrimination provisions of this Contract, the Owner shall, at its option, be entitled to a sum of \$500 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

25. Subcontracting

No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the Owner. Any attempt by the Contractor to subcontract any performance of the terms of this Contract without the express written consent of the Owner shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

In the event the Owner should consent to subcontracting, each and all of the provisions of this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

In the event the Owner should consent to subcontracting, the Contractor shall include in all subcontracts the following provision: "This Agreement is a subcontract under the terms of a prime contract with the Owner. All representations and warranties shall inure to the benefit of the Owner."

Any third party delegate(s) appointed by the Contractor shall be specified in writing to the Director for advance concurrence.

No subcontractor shall be recognized or dealt with by the Board or any of the persons chargeable with the enforcement of this Contract. The Contractor shall, at all times, be personally responsible for the performance of this Contract.

26. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

27. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of California.

28. Notice of Delay and Termination Claim

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five days, give notice thereof, including all relevant information with respect thereto, to the other party.

If this Contract is terminated, the Contractor shall, within 60 days after the Notice of Termination, submit to the Owner its termination claim.

Subject to the provisions of the paragraph immediately below, the Owner the Contractor shall negotiate an equitable amount to be paid the Contractor by reason of the total or partial termination of work pursuant to this clause, which amount may include a reasonable allowance for profit on services rendered, but shall not include an allowance on services terminated. The Owner will pay the agreed amount provided that such amount shall not exceed the total funding obligated under this Contract, and reduced by the amount of payments otherwise made, and as further reduced by this Contract price of work not terminated.

Failure of the Contractor to submit its termination claim and invoice within the time allowed, the Owner may determine, based on information available to the Owner, the amount, if any, due to the Contractor in respect to the termination, and such determination shall be final. After such determination is made, the Owner will pay the Contractor the amount so determined.

29. Changes And Amendments Of Terms

The Owner reserves the right to change any portion of the work required under this Contract, or amend such terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

For any change which does not materially affect the scope of work, period of performance, payments, or any material term or condition included in this Contract, a Change Notice shall be prepared and signed by the Executive Director and Contractor.

For any revision which materially affects the scope of work, period of performance, payments, or any material term or condition included in this Contract, a negotiated modification to this Contract shall be executed by the Board of Commissioners and the Contractor.

To the extent that extensions of time for Contractor performance do not impact either scope or cost of this Contract, the Owner may, at its sole discretion, grant the Contractor extensions of time provided, however, that the aggregate of all such extensions during the life of this Contract shall not exceed 60 days.

30. Confidentiality

The Contractor shall maintain the confidentiality of all its records relating to this Contract, according to all applicable Federal, State, and County laws, regulations, ordinances, and directives relating to confidentiality. The Contractor shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract.

31. Quantities Of Work

The Contractor shall be allowed no claims for anticipated profits or for any damages of any sort because of any difference between the estimated and actual quantities of work done or for work decreased or eliminated by the Owner.

32. Independent Contractor Status

This Contract is by and between the Owner and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Owner and the Contractor.

The Contractor understands and agrees that all persons furnishing services to the Owner pursuant to this Contract are, for all purposes including, but not limited to Workers' Compensation liability, employees solely of the Contractor and not of the Owner.

The Contractor shall bear the sole responsibility and liability for furnishing Workers' Compensation and all other benefits required by law to any person for injuries arising from or connected with services performed on behalf of the Contractor pursuant to this Contract.

33. Workplace Safety Indemnification

In addition to and without limiting the indemnification required by Article 10 of the Demolition Contract (Appendix A), and to the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the Owner, its special districts, and

its officers, employees and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims, and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or the Owner, attributable to any alleged act or omission of the Contractor and/or its subcontractors which is in violation of any Cal/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer worksites. The Contractor shall not be obligated to indemnify for liability and expenses arising from the active negligence of the Owner. The Owner may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the Owner, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by Cal/OSHA arising out of the work being performed by the Contractor under this Contract.

34. Overtime

Eight hours labor constitutes a legal day's work. Work in excess thereof, or greater than 40 hours during any one week, shall be permitted only as authorized by Labor Code Section 1815.

35. Prohibition Against Use of Child Labor

The Contractor shall:

Not knowingly sell or supply to the Owner any products, goods, supply, or other personal property manufactured in violation of child labor standards set by the International Labor Organization through its 1973 Convention Concerning Minimum Age for Employment;

Upon request by the Owner, provide the Owner of origin of any products, goods, supplies, or other personal property the Contractor sells or supplies to the Owner; and upon request by the Owner, provide to the Owner the manufacturer's certification of compliance with all international child labor conventions.

Should the Owner discover that any products, goods, supplies, or other personal property sold or supplied by the Contractor to the Owner are produced in violation of any international child labor conventions, the Contractor shall immediately provide an alternative, compliant source of supply.

Failure by the Contractor to comply with provisions of this clause will be grounds for immediate cancellation of this Contract.

36. Legal Status of Contractor's Personnel at Facility

The Contractor warrants that it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (PL. 99-603). The Contractor shall obtain from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. The Contractor shall retain such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the Owner, its officers and employees from employer sanctions and any other liability which may be assessed against the Contractor or the Owner or both in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

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